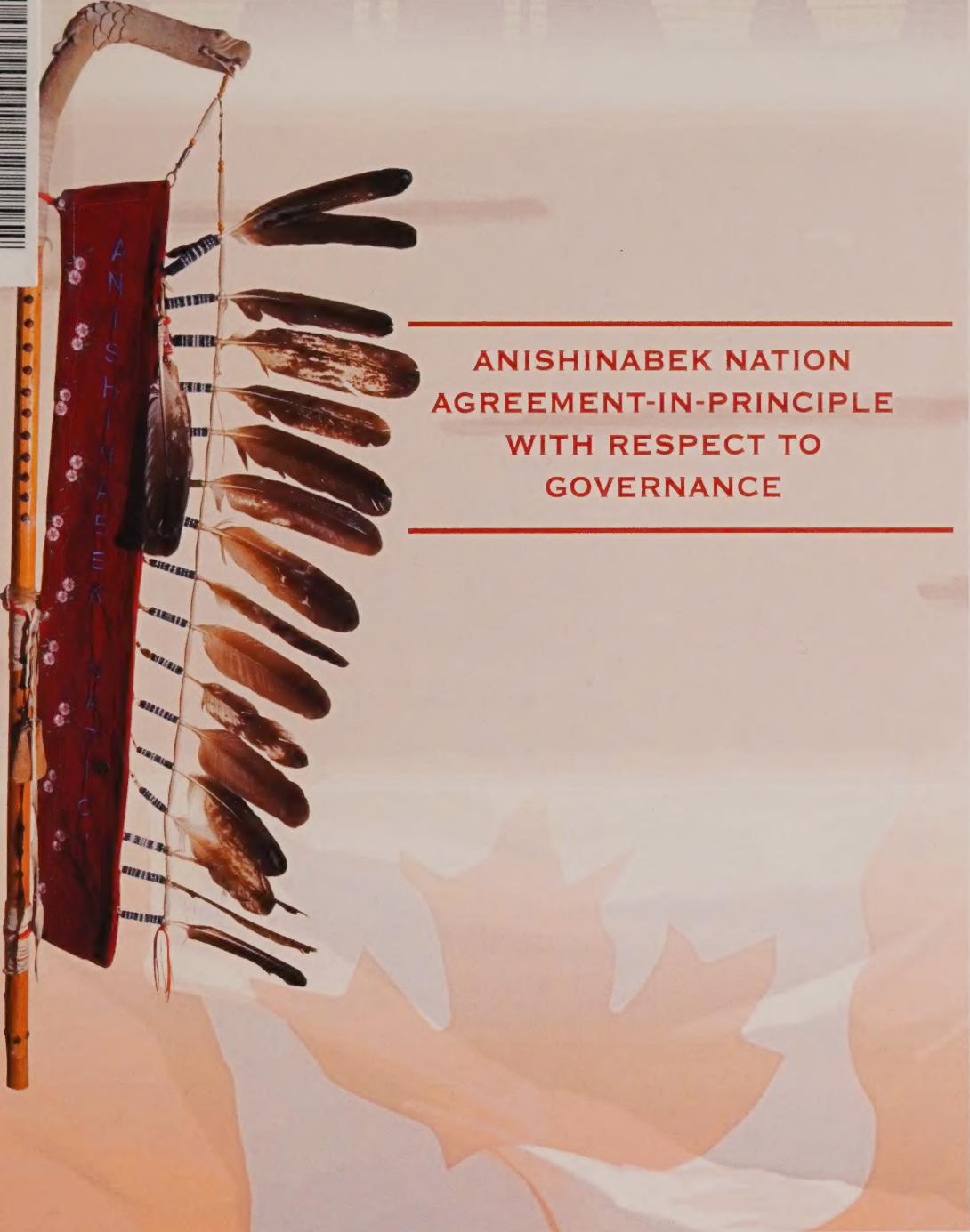


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ANISHINABEK NATION  
AGREEMENT-IN-PRINCIPLE  
WITH RESPECT TO  
GOVERNANCE



Canada

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ENTENTE DE PRINCIPE DE LA NATION ANISHINABEK  
SUR LA GOUVERNANCE

# **ANISHINABEK NATION AGREEMENT-IN-PRINCIPLE WITH RESPECT TO GOVERNANCE**

BETWEEN:

The Participating First Nations set out in Appendix A  
as represented by the Grand Council Chief of the  
Anishinabek Nation/President of the Union of Ontario Indians,  
(hereinafter referred to as the “Participating First Nations”)

AND

The Anishinabek Nation, representing the Participating First Nations set out in Appendix A as  
represented by the Grand Council Chief of the  
Anishinabek Nation/President of the Union of Ontario Indians,  
(hereinafter referred to as the “Anishinabek Nation”)

AND

Her Majesty the Queen in Right of Canada  
as represented by the Minister of Indian Affairs and Northern Development,  
(hereinafter referred to as “Canada”)



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## PREAMBLE

WHEREAS the Participating First Nations of the Anishinabek Nation assert that, as aboriginal people of the Ojibway/Chippewa, Odawa, Potowatomi, Algonquin, Delaware and Mississaugi Tribal Nations, they possess a shared sense of aboriginal identity and are united through historic origin, values, language, traditions and culture; and

WHEREAS the Participating First Nations of the Anishinabek Nation assert that their Tribal Nations maintained self-sufficient governments with sustainable economies, distinctive languages, powerful spirituality, and diverse cultures within a defined territory which pre-existed the establishment of Canada and that these Tribal Nations continue to exist; and

WHEREAS the Participating First Nations of the Anishinabek Nation assert that they have a sacred duty to ensure the well being of the people to the Seventh (7<sup>th</sup>) Generation and that it is incumbent upon the leadership of the Participating First Nations to ensure this sacred duty is honoured; and

WHEREAS the special and historic relationship between aboriginal peoples and Canada is evidenced by, among other things, the treaties which were entered into between aboriginal peoples and the Crown, as well as the Constitution of Canada; and

WHEREAS the Parties recognize and respect the solemn and enduring nature of the treaties and the importance to Canada and the Participating First Nations of honouring the treaties; and

WHEREAS the existing aboriginal and treaty rights of the aboriginal peoples of Canada are recognized and affirmed under section 35 of the Constitution Act, 1982; and

WHEREAS Canada recognizes the inherent right of self-government as an existing aboriginal right under section 35 of the Constitution Act, 1982; and

WHEREAS Canada's recognition of the inherent right of self-government as an existing aboriginal right within section 35 of the Constitution Act, 1982 is based on the view that the aboriginal peoples of Canada have the right to govern themselves in relation to matters that are integral to their unique cultures, identities, traditions, languages and institutions and with respect to their special relationship to their land and their resources; and

WHEREAS the Parties agree to negotiate a practical arrangement for the exercise of Jurisdiction and Authority by the Participating First Nations and the Anishinabek Nation; and

WHEREAS the Parties acknowledge that an assertion by one Party is an expression of that Party's position and does not represent acceptance of that position by the other Parties to the negotiations.

THEREFORE, THE PARTICIPATING FIRST NATIONS, THE ANISHINABEK NATION,  
AND CANADA AGREE AS FOLLOWS:

## CHAPTER 1

### DEFINITIONS

#### Definitions

- 1.1 The following definitions apply in this Agreement:
- a) “Agreement” means this Agreement-in-Principle;
  - b) “Anishinabek Nation” means the collectivity of Participating First Nations set out in Appendix A of this Agreement;
  - c) “Anishinabek Nation Government” means the government of the Anishinabek Nation represented by the Grand Council and includes any other bodies established pursuant to the laws of the Anishinabek Nation;
  - d) “Authority” means any authority, other than law-making authority;
  - e) “Citizen” means a person who is a citizen of a Participating First Nation as defined in the laws of that Participating First Nation;
  - f) “Council” means the selected leadership of a Participating First Nation and includes the Chief;
  - g) “Effective Date” means the date the Final Agreement has legal effect;
  - h) “Final Agreement” means the Anishinabek Nation Governance Final Agreement between the Parties which will be based on this Agreement;
  - i) “Final Agreement on Education” means the proposed “Final Agreement with Respect to the Exercise of Jurisdiction over Education” currently being negotiated between Canada and the Union of Ontario Indians on behalf of its member First Nations.
  - j) “First Nation” means a band within the meaning of the Indian Act;
  - k) “Fiscal Transfer Arrangement” means the fiscal transfer arrangement referred to in Chapter 10 of this Agreement;
  - l) “Governance” means the structures, procedures and processes through which the Participating First Nations and the Anishinabek Nation will exercise Jurisdiction and Authority;
  - m) “Grand Council” means the selected leadership of the Anishinabek Nation and includes the Grand Council Chief and the Deputy Grand Council Chief;

- n) "Grand Council Chief" means the Grand Council Chief of the Anishinabek Nation;
- o) "Implementation Plan" means the Implementation Plan described in Chapter 11 of this Agreement;
- p) "Intellectual Property" includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights;
- q) "Jurisdiction" means law-making authority;
- r) "Minister" means the Minister of Indian Affairs and Northern Development on behalf of Her Majesty the Queen in Right of Canada;
- s) "Participating First Nation" means a First Nation set out in Appendix A of this Agreement;
- t) "Participating First Nation Government" means the government of a Participating First Nation represented by its Council and includes any other bodies established pursuant to the laws of that Participating First Nation;
- u) "Parties" means the Participating First Nations, the Anishinabek Nation and Canada;
- v) "Territory" means:
  - a) a reserve, as defined under the Indian Act, of a Participating First Nation; and
  - b) lands set apart by Canada in the future as a reserve within the meaning of the Indian Act and sub-section 91(24) of the Constitution Act, 1867, for any one of the Participating First Nations; and
- w) "Union of Ontario Indians" means the corporate body representing the Participating First Nations in the negotiation of this Agreement and the Final Agreement.

## CHAPTER 2

### PURPOSE

#### Purpose of Agreement-in-Principle

- 2.1 The purpose of this Agreement is to provide a framework for:
- the establishment of the Anishinabek Nation Government;
  - the exercise of Jurisdiction and Authority by the Participating First Nations' Governments and the Anishinabek Nation Government; and
  - the negotiation of a Final Agreement.

#### Nature of Agreement-in-Principle

- 2.2 This Agreement does not create legal obligations that are binding on the Parties and there will be no legally binding obligations until the Final Agreement is ratified by the Parties.
- 2.3 This Agreement is not intended to adversely affect any other self-government negotiation, treaty negotiation, land claim negotiation, or legal action between Canada and any First Nation, any group of First Nations or any member of a First Nation.

#### Purpose of Final Agreement

- 2.4 The purpose of the Final Agreement is to:
- create an Anishinabek Nation Government to address issues of common concern to all Participating First Nations;
  - set out the Jurisdiction and Authority of the Participating First Nations and the Anishinabek Nation;
  - provide for the establishment of governing structures, procedures and processes through which the Participating First Nations' Governments and the Anishinabek Nation Government may promote effective governance, strong economies and healthy communities; and
  - establish a new government-to-government relationship between the Parties within the framework of the Constitution of Canada.

### **Nature of Final Agreement**

- 2.5 The Final Agreement constitutes the entire agreement between the Parties and there is no representation, indemnity, condition, agreement or collateral representation, applicable to, binding upon, or enforceable against one Party by the other, save for those expressed in the Final Agreement.
- 2.6 Beginning on the Effective Date, the Final Agreement will create obligations that are binding on the Parties.
- 2.7 The Final Agreement is not intended to preclude the Participating First Nations or the Anishinabek Nation from participating in future self-government negotiations on subject matters not addressed in the Final Agreement.
- 2.8 The Final Agreement is not intended to adversely affect any treaty negotiation, land claim negotiation, or legal action between Canada and any First Nation, any Participating First Nation or its Citizens, any group of First Nations or any member of a First Nation.
- 2.9 The Final Agreement is based on the recognition that the inherent right of self-government is an existing aboriginal right within the meaning of subsection 35 (1) of the Constitution Act, 1982, without the Parties taking any position with respect to how an inherent right of self-government may be ultimately defined at law.

## CHAPTER 3

### GENERAL PROVISIONS

#### **Aboriginal Rights**

- 3.1 Nothing in the Final Agreement will be construed so as to abrogate or derogate from the aboriginal rights of the aboriginal peoples of Canada recognized and affirmed by section 35 of the Constitution Act, 1982.
- 3.2 For greater certainty, nothing in the Final Agreement will determine or define any aboriginal rights of the Participating First Nations.

#### **Treaty Rights**

- 3.3 Nothing in the Final Agreement will be construed so as to abrogate or derogate from the treaty rights of the aboriginal peoples of Canada recognized and affirmed by section 35 of the Constitution Act, 1982.
- 3.4 Nothing in the Final Agreement will be construed as satisfaction or fulfillment of any treaty obligations of Canada under any of the treaties.
- 3.5 The Final Agreement will not constitute a treaty within the meaning of section 35 of the Constitution Act, 1982.

#### **Fiduciary Relationship**

- 3.6 The relationship between the exercise of Jurisdiction by the Participating First Nations and the Anishinabek Nation and any obligations that exist as a result of the fiduciary relationship between Canada and the Participating First Nations will be set out in the Final Agreement.

#### **Canadian Charter of Rights and Freedoms**

- 3.7 The Participating First Nations' Governments and the Anishinabek Nation Government are bound by the provisions of the Canadian Charter of Rights and Freedoms.
- 3.8 The rights and freedoms guaranteed by the Canadian Charter of Rights and Freedoms are enforceable in respect of each Participating First Nation Government and the Anishinabek Nation Government.

### **Application of Federal Laws**

- 3.9 Federal laws will continue to apply to each Participating First Nation, its Government, its Territory and its Citizens, except as expressly provided for in the Final Agreement.
- 3.10 Federal laws will continue to apply to the Anishinabek Nation and its Government, except as expressly provided for in the Final Agreement.
- 3.11 The Final Agreement will address the priority of federal laws of overriding national importance.
- 3.12 For greater certainty, the Jurisdiction of the Participating First Nations and the Anishinabek Nation does not include the power to make laws in relation to:
  - a) criminal law or criminal procedure; and
  - b) labour relations and working conditions.
- 3.13 The Final Agreement will address the relationship between the provisions of the Final Agreement and the First Nations Land Management Act.

### **Application of Provincial Laws**

- 3.14 The Final Agreement will address the application of provincial laws.

### **Conflict of Laws**

- 3.15 For greater certainty, it is intended that each Participating First Nation and the Anishinabek Nation will exercise Jurisdiction in a manner that avoids, to the extent possible, affecting matters for which no Jurisdiction is provided in the Final Agreement.
- 3.16 Notwithstanding any other provision of the Final Agreement, where a law of a Participating First Nation or the Anishinabek Nation has an incidental impact on a subject matter for which the Participating First Nation or the Anishinabek Nation has no Jurisdiction under the Final Agreement or on a subject matter for which a law of a Participating First Nation or the Anishinabek Nation does not prevail in the event of a conflict, and a conflict occurs, the federal law will apply to the extent of the conflict.
- 3.17 In the event of a conflict between the federal legislation giving effect to the Final Agreement and any other federal law, the legislation giving effect to the Final Agreement will prevail to the extent of the conflict.

- 3.18 In the event of a conflict between a federal law and the Final Agreement, the Final Agreement will prevail to the extent of the conflict.

### **Canadian Human Rights Act**

- 3.19 The Final Agreement will set out the application and priority of the Canadian Human Rights Act.

### **Canada's International Legal Obligations**

- 3.20 The Final Agreement will address the consistency between the exercise of Jurisdiction and Authority by the Participating First Nations and the Anishinabek Nation and Canada's international legal obligations.

### **Intergovernmental Relations**

- 3.21 The Parties affirm that they are committed to a new relationship based on openness, cooperation and mutual respect.

- 3.22 The Final Agreement will provide for the establishment of an Anishinabek Nation-Canada forum to maintain intergovernmental relations between the Parties and to enable cooperation on issues of shared concern.

- 3.23 The Parties affirm that they are prepared to enter into discussions with the Government of Ontario with respect to matters arising from this Agreement, with a view to ensuring effective implementation of the Final Agreement.

### **Liability and Indemnification**

- 3.24 A Participating First Nation is not liable in respect of anything done or omitted to be done by Canada or any person or entity authorized to act on behalf of Canada which:

- a) is related to a subject matter set out in the Final Agreement and for which there has been no corresponding exercise of Jurisdiction or Authority by a Participating First Nation at the time of the act or omission; or
- b) occurred before the Effective Date.

- 3.25 Canada will indemnify a Participating First Nation for any loss suffered by a Participating First Nation as a result of an act or omission described in section 3.24.

- 3.26 The Anishinabek Nation is not liable in respect of anything done or omitted to be done by Canada or any person or entity authorized to act on behalf of Canada which:
- a) is related to a subject matter set out in the Final Agreement and for which there has been no corresponding exercise of Jurisdiction or Authority by the Anishinabek Nation at the time of the act or omission; or
  - b) occurred before the Effective Date.
- 3.27 Canada will indemnify the Anishinabek Nation for any loss suffered by the Anishinabek Nation as a result of an act or omission described in section 3.26.
- 3.28 Canada is not liable in respect of anything done or omitted to be done by a Participating First Nation or the Anishinabek Nation or any person or entity authorized to act on behalf of a Participating First Nation or the Anishinabek Nation after a Participating First Nation or the Anishinabek Nation has exercised Jurisdiction or Authority in relation to a subject matter set out in the Final Agreement.
- 3.29 A Participating First Nation or the Anishinabek Nation will indemnify Canada for any loss suffered by Canada as a result of an act or omission described in section 3.28.

### **No Restrictions**

- 3.30 Each Participating First Nation and its Citizens and the Anishinabek Nation will be eligible to participate in and benefit from any federal program or service in accordance with general criteria established from time to time, to the extent that the Participating First Nation, the Anishinabek Nation or any other entity authorized by the Participating First Nation, has not assumed responsibility for the provision of a similar program or service under the Fiscal Transfer Arrangement.
- 3.31 Citizens of Participating First Nations who are Canadian citizens or permanent residents of Canada continue to be entitled to all the rights and benefits of other Canadian citizens or permanent residents of Canada applicable to them from time to time.

### **Judicial Determination in Respect of Validity of Final Agreement**

- 3.32 If a court of competent jurisdiction determines that any provision of the Final Agreement is invalid or unenforceable, that provision will be severed from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will remain valid and enforceable.

- 3.33 The Parties will make best efforts to agree on an amendment to remedy or replace the invalid or unenforceable provision.
- 3.34 The Participating First Nations, the Anishinabek Nation, or Canada will not have a claim or a cause of action in the event any provision of the Final Agreement is found by a court of competent jurisdiction to be invalid.
- 3.35 The Participating First Nations, the Anishinabek Nation, or Canada will not challenge the validity of any provision of the Final Agreement or the legislation that gives legal effect to the Final Agreement.
- 3.36 A breach of the Final Agreement by a Party does not relieve any Party from their obligations under the Final Agreement.

### **Statutory Instruments Act**

- 3.37 The Statutory Instruments Act will not apply to the laws of the Participating First Nations or the laws of the Anishinabek Nation.

### **Interpretation**

- 3.38 In this Agreement and the Final Agreement:
- a) Unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
  - b) headings or sub-headings are for convenience only and do not form a part of the Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision;
  - c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for, or in replacement of it; and
  - d) unless otherwise clear from the context, wherever the singular is used, it will include the plural, and the use of the plural includes the singular, and wherever the masculine is used, it will include the feminine, and the use of the feminine includes the masculine.

## CHAPTER 4

### ANISHINABEK NATION GOVERNMENT

#### **Legal Status and Capacity**

- 4.1 The Anishinabek Nation is a distinct legal entity with the rights, powers, privileges and legal capacity of a natural person to:
- a) enter into contracts or agreements;
  - b) acquire, hold, lease, and manage property and any interests therein;
  - c) acquire, hold or dispose of bequests and gifts which are given to the Anishinabek Nation;
  - d) sue or be sued and to act on its own behalf in legal proceedings;
  - e) hold, spend, invest, raise or borrow money, and secure or guarantee the repayment of money borrowed;
  - f) apply to form corporations or other legal entities in accordance with federal or provincial laws;
  - g) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and
  - h) do such other things as are ancillary to the exercise of its rights, powers and privileges under the Final Agreement.

#### **Constitution of the Anishinabek Nation**

- 4.2 The Anishinabek Nation will develop and ratify a constitution which will be consistent with the Final Agreement.
- 4.3 The constitution of the Anishinabek Nation will be ratified no later than the date the Participating First Nations ratify the Final Agreement.
- 4.4 The constitution of the Anishinabek Nation will, among other things:
- a) provide for the establishment of Anishinabek Nation Government structures, including such bodies as may be required to support the operation of the Anishinabek Nation Government;
  - b) provide for a selection process for representatives of the Anishinabek Nation Government, including their powers and duties;

- c) set out procedures for making, amending, publishing and providing access to the Anishinabek Nation laws;
  - d) provide that the Anishinabek Nation Government will be accountable to the Participating First Nations and their Citizens;
  - e) provide for political and financial accountability mechanisms which are fair, open, transparent and that are similar to those in place for other governments in Canada;
  - f) set out an amendment procedure;
  - g) set out criteria and a process for delegation of Authority by the Anishinabek Nation;
  - h) provide for the protection and promotion of the diverse languages and cultures of the Anishinabek Nation;
  - i) provide for mechanisms to appeal decisions of the Anishinabek Nation Government; and
  - j) provide that in the event of a conflict between the constitution of the Anishinabek Nation and an Anishinabek Nation law, the Anishinabek Nation constitution will prevail to the extent of the conflict.
- 4.5 For greater certainty, the constitution of the Anishinabek Nation is a law of the Anishinabek Nation.

### **Jurisdiction and Authority**

- 4.6 The Anishinabek Nation will exercise its Jurisdiction, Authority, rights, powers and privileges through the Anishinabek Nation Government in a manner consistent with the Final Agreement.

### **Leadership Selection**

- 4.7 The Anishinabek Nation has Jurisdiction with respect to the selection of the Anishinabek Nation Government leaders.
- 4.8 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and an Anishinabek Nation law enacted pursuant to section 4.7, the Anishinabek Nation law will prevail to the extent of the conflict.

### **Culture and Language**

- 4.9 The Anishinabek Nation has Jurisdiction with respect to the preservation, promotion and development of Anishinabek culture and languages within the Territories of the Participating

First Nations, including laws to authorize or accredit the use of its cultural symbols and practices, and the teaching of the Anishinabek languages.

- 4.10 The Jurisdiction of the Anishinabek Nation under section 4.9 does not include Jurisdiction to make laws in relation to Intellectual Property or the official languages of Canada.
- 4.11 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and an Anishinabek Nation law enacted pursuant to section 4.9, the Anishinabek Nation law will prevail to the extent of the conflict.

### **Management and Operation**

- 4.12 The Anishinabek Nation has Jurisdiction with respect to the management and operation of the Anishinabek Nation Government, including:
  - a) the financial administration of the Anishinabek Nation Government;
  - b) the powers, duties and responsibilities of employees, officers, elected officials and appointees of the Anishinabek Nation Government;
  - c) the establishment of administrative bodies, including agencies, boards, commissions, tribunals and dispute resolution bodies to perform functions set out in the laws of the Anishinabek Nation or the Participating First Nations; and
  - d) the provision of access to information and the protection of privacy.
- 4.13 The Anishinabek Nation may make laws concerning the personal immunity from civil liability of employees, officers, elected officials and appointees of the Anishinabek Nation Government and its institutions for:
  - a) the actions of the Anishinabek Nation Government and its institutions; and
  - b) actions carried out in the course of their duties, in the absence of dishonesty, gross negligence, or malicious or wilful misconduct, subject to such laws also providing that the Anishinabek Nation Government, as employer, retains vicarious liability for the acts or omissions of employees, officers, elected officials and appointees of the Anishinabek Nation Government and its institutions covered by the immunity.

- 4.14 The Anishinabek Nation Government will adopt conflict of interest rules for elected and non-elected officials that are comparable to those in place for other governments in Canada.
- 4.15 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and an Anishinabek Nation law enacted pursuant to section 4.12 or section 4.13, the Anishinabek Nation law will prevail to the extent of the conflict.

### **Effective Date of Anishinabek Nation Law**

- 4.16 Unless otherwise set out in the Final Agreement, a law of the Anishinabek Nation will come into force at the beginning of the day following its enactment or such later date as set out in that law.

### **Exercise of Jurisdiction To Evolve Over Time**

- 4.17 The Parties recognize that the exercise of Jurisdiction and Authority by the Anishinabek Nation, provided for in the Final Agreement, will evolve over time.

### **Registry of Laws**

- 4.18 The Anishinabek Nation Government will establish and maintain a registry of the laws of the Anishinabek Nation and the Participating First Nations.

### **Appeal and Review of Administrative Decisions**

- 4.19 Where an administrative body is established pursuant to an Anishinabek Nation law, the law establishing the body will provide for the appeal or review of the decisions of that administrative body.

### **Input by non-Citizen Residents**

- 4.20 The Final Agreement will set out the manner in which persons who reside on the Territory of a Participating First Nation and who are not Citizens, will have input into laws and decisions of the Anishinabek Nation Government that directly and significantly affect them.

### **Delegation**

- 4.21 The Anishinabek Nation may delegate its Authority under the Final Agreement in a manner consistent with the constitution of the Anishinabek Nation to any legal entity located in the Province of Ontario.

- 4.22 Any legal entity exercising Authority delegated under section 4.21 will be accountable to the Anishinabek Nation for the exercise of that Authority.
- 4.23 The Anishinabek Nation Government will remain accountable to the Participating First Nations and their Citizens for the exercise of any Authority it delegates.
- 4.24 The legal entity to which a delegation of Authority from the Anishinabek Nation has been made, may not delegate that Authority.
- 4.25 The terms and conditions associated with a delegation of Authority under section 4.21 will be set out in a written agreement.
- 4.26 The Anishinabek Nation Government may enter into agreements to receive delegations of Jurisdiction or Authority.

## CHAPTER 5

### PARTICIPATING FIRST NATION GOVERNMENTS

#### Legal Status and Capacity

- 5.1 Each Participating First Nation is a distinct legal entity with the rights, powers, privileges and legal capacity of a natural person to:
- a) enter into contracts or agreements;
  - b) acquire, hold, lease, and manage property and any interests therein;
  - c) acquire, hold or dispose of bequests and gifts which are given to the Participating First Nation;
  - d) sue or be sued and to act on its own behalf in legal proceedings;
  - e) hold, spend, invest, raise or borrow money, and secure or guarantee the repayment of money borrowed;
  - f) apply to form corporations or other legal entities in accordance with federal or provincial laws;
  - g) create, operate, contribute to, or otherwise deal with trusts and act as trustee; and
  - h) do such other things as are ancillary to the exercise of its rights, powers and privileges under the Final Agreement.

#### Constitutions of the Participating First Nations

- 5.2 Each Participating First Nation will ratify a constitution which will not be inconsistent with the Final Agreement or the constitution of the Anishinabek Nation.
- 5.3 Each Participating First Nation will ratify its constitution no later than the date it ratifies the Final Agreement.

- 5.4 The constitution of each Participating First Nation will, among other things:
- a) provide for the establishment of Participating First Nation Government structures, including such bodies as may be required to support the operation of the Participating First Nation Government;
  - b) provide for a selection process for representatives of the Participating First Nation Government, including their powers and duties;
  - c) set out eligibility criteria for citizenship in the Participating First Nation;
  - d) set out procedures for making, amending, publishing and providing access to the Participating First Nation laws;
  - e) provide that the Participating First Nation Government will be accountable to its Citizens;
  - f) provide for political and financial accountability mechanisms which are fair, open and transparent, and that are similar to those in place for other governments in Canada;
  - g) set out an amendment procedure;
  - h) set out criteria and a process for delegation of Jurisdiction and Authority by the Participating First Nation;
  - i) provide for the protection and promotion of its language and culture;
  - j) provide for mechanisms to appeal decisions of the Participating First Nation Government; and
  - k) provide that in the event of a conflict between the constitution of the Participating First Nation and a Participating First Nation law, the constitution of the Participating First Nation will prevail to the extent of the conflict.
- 5.5 For greater certainty, the constitution of a Participating First Nation is a law of that Participating First Nation.

### **Jurisdiction and Authority**

- 5.6 Each Participating First Nation will exercise its Jurisdiction, Authority, rights, powers and privileges through its Participating First Nation Government in a manner consistent with the Final Agreement.

## **Leadership Selection**

- 5.7 Each Participating First Nation has Jurisdiction with respect to the selection of its leaders.
- 5.8 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and a Participating First Nation law enacted pursuant to section 5.7, the Participating First Nation law will prevail to the extent of the conflict.

## **Citizenship**

- 5.9 Each Participating First Nation has Jurisdiction with respect to the determination of its citizenship.
- 5.10 A person who is a member of a Participating First Nation immediately prior to the coming into force of a citizenship law of a Participating First Nation enacted pursuant to the Final Agreement will become a Citizen of that Participating First Nation after the citizenship law comes into force.
- 5.11 A person who was eligible to become a member of the Participating First Nation according to the membership provisions of the Indian Act or according to the membership code of that Participating First Nation, immediately prior to the enactment of a citizenship law, will be deemed eligible for citizenship in the Participating First Nation, after a citizenship law comes into force.
- 5.12 A Participating First Nation citizenship law enacted pursuant to the Final Agreement may not remove a person whose name is entered on a band list, as defined in the Indian Act, by reason only of a situation that existed or action taken before a Participating First Nation citizenship law comes into force.
- 5.13 Citizenship in a Participating First Nation does not confer or deny rights of entry into Canada or grant Canadian citizenship.
- 5.14 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and a Participating First Nation law enacted pursuant to section 5.9, the Participating First Nation law will prevail to the extent of the conflict.

## **Culture and Language**

- 5.15 Each Participating First Nation has Jurisdiction with respect to the preservation, promotion and development of its culture and language within its Territory, including laws to authorize or accredit the use of its cultural symbols and practices, and the teaching of its language.

- 5.16 The Jurisdiction of each Participating First Nation under section 5.15 does not include Jurisdiction to make laws in relation to Intellectual Property or the official languages of Canada.
- 5.17 In the event of a conflict between a Participating First Nation law passed pursuant to section 5.15 and an Anishinabek Nation law passed pursuant to section 4.9, the Participating First Nation law will prevail to the extent of the conflict.
- 5.18 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and a Participating First Nation law enacted pursuant to section 5.15, the Participating First Nation law will prevail to the extent of the conflict.

### **Management and Operation**

- 5.19 Each Participating First Nation has Jurisdiction with respect to the management and operation of the Participating First Nation Government, including:
- a) the financial administration of the Participating First Nation Government;
  - b) the powers, duties and responsibilities of employees, officers, elected officials and appointees of the Participating First Nation Government;
  - c) the establishment of administrative bodies, including agencies, boards, commissions, tribunals and dispute resolution bodies to perform functions set out in the laws of a Participating First Nation; and
  - d) the provision of access to information and the protection of privacy.
- 5.20 Each Participating First Nation may make laws concerning the personal immunity from civil liability of employees, officers, elected officials and appointees of the Participating First Nation Government and its institutions for:
- a) the actions of the Participating First Nation Government and its institutions; and
  - b) actions carried out in the course of their duties, in the absence of dishonesty, gross negligence or malicious or wilful misconduct, subject to such laws also providing that the Participating First Nation Government, as employer, retains vicarious liability for the acts or omissions of employees, officers, elected officials and appointees of the Participating First Nation Government and its institutions covered by the immunity.
- 5.21 Each Participating First Nation Government will adopt conflict of interest rules for elected and non-elected officials that are comparable to those in place for other governments in Canada.

- 5.22 Except as otherwise set out in the Final Agreement, in the event of a conflict between a federal law and a Participating First Nation law enacted pursuant to section 5.19 or section 5.20, the Participating First Nation law will prevail to the extent of the conflict.

### **Effective Date of a Participating First Nation Law**

- 5.23 Unless otherwise set out in the Final Agreement, a law of a Participating First Nation will come into force at the beginning of the day following its enactment or such later date as set out in that law.

### **Exercise of Jurisdiction To Evolve Over Time**

- 5.24 The Parties recognize that the exercise of Jurisdiction and Authority by a Participating First Nation, provided for in the Final Agreement, will evolve over time.

### **Appeal and Review of Administrative Decisions**

- 5.25 Where an administrative body is established pursuant to a Participating First Nation law, the law establishing the body will provide for the appeal or review of the decisions of that administrative body, and may include the appeal or review of decisions of that administrative body by an administrative body established pursuant to a law of the Anishinabek Nation.

### **Input by non-Citizen Residents**

- 5.26 The Final Agreement will set out the manner in which persons who reside on the Territory of a Participating First Nation and who are not Citizens of that Participating First Nation, will have input into laws and decisions of the Participating First Nation Government that directly and significantly affect them.

### **Delegation**

- 5.27 A Participating First Nation may delegate its Jurisdiction or Authority under the Final Agreement in a manner consistent with its constitution to any legal entity located in the Province of Ontario, including to the Anishinabek Nation.

- 5.28 Any legal entity exercising Jurisdiction or Authority delegated under section 5.27 will be accountable to the Participating First Nation for the exercise of that Jurisdiction or Authority.

- 5.29 A Participating First Nation Government will remain accountable to its Citizens for the exercise of any Jurisdiction or Authority it delegates.

- 5.30 The legal entity to which a delegation of Jurisdiction or Authority from a Participating First Nation has been made, may not delegate that Jurisdiction or Authority.
- 5.31 The terms and conditions associated with a delegation under section 5.27 will be set out in a written agreement.
- 5.32 A Participating First Nation Government may enter into agreements to receive delegations of Jurisdictions or Authority.

## CHAPTER 6

### ENFORCEMENT AND ADJUDICATION

#### **Sanctions**

- 6.1 Subject to section 6.2, the laws of each of the Participating First Nations and the Anishinabek Nation enacted pursuant to the Final Agreement, may provide for the creation of offences and for the imposition of penalties, including fines, restitution and imprisonment for the violation of those laws.
- 6.2 Terms of imprisonment or fines for a violation of a law of a Participating First Nation or of the Anishinabek Nation may be no greater than those imposed under section 787(1) of the Criminal Code, except that a law of a Participating First Nation or the Anishinabek Nation may provide for a fine of up to ten thousand dollars (\$10,000) or the amount applicable to summary conviction offences under section 787(1) of the Criminal Code, whichever is greater.
- 6.3 The laws of each of the Participating First Nations and the Anishinabek Nation may provide for sanctions, as an alternative to fines or imprisonment, that are consistent with Anishinaabe customs, culture, practices and values provided that such sanctions will not be imposed on an offender without his or her consent.

#### **Disposition of Fines**

- 6.4 Every fine or penalty arising out of the adjudication of a law of a Participating First Nation will be paid to and belong to that Participating First Nation Government.
- 6.5 Every fine or penalty arising out of the adjudication of a law of the Anishinabek Nation will be paid to and belong to the Anishinabek Nation Government.

#### **Procedures**

- 6.6 The Participating First Nations and the Anishinabek Nation may make laws for enforcement of their respective laws, including:
- adopting the summary conviction procedures of Part XXVII of the Criminal Code; or,
  - adopting the laws of Ontario relating to proceedings in respect of offences that are created by a law of Ontario, with such modifications as may be required.

### **Voluntary Settlement of Disputes**

- 6.7 Each Participating First Nation Government and the Anishinabek Nation Government may provide Citizens with services, including mediation services, for the voluntary settlement of disputes arising from the exercise of Jurisdiction or Authority under the Final Agreement.
- 6.8 Each Participating First Nation Government and the Anishinabek Nation Government will be responsible for the prosecution of violations of their respective laws and may appoint individuals to conduct such prosecutions in a manner consistent with the principles of prosecutorial independence.

### **Enforcement**

- 6.9 The laws of each of the Participating First Nations and the Anishinabek Nation may provide for:
  - a) the appointment of enforcement officers to enforce their respective laws; and
  - b) powers of enforcement comparable to those provided by the laws of Ontario or Canada for officers enforcing similar laws.

### **Proof of Laws**

- 6.10 In any proceeding, evidence of a Participating First Nation law or an Anishinabek Nation law, may be given by the production of a copy of the law, certified to be a true copy by a person authorized by the Participating First Nation or the Anishinabek Nation, respectively, without proof of that person's signature or official character.

### **Adjudication**

- 6.11 The Federal Court of Canada has jurisdiction with respect to applications for judicial review of decisions of administrative bodies established pursuant to a law of a Participating First Nation or the Anishinabek Nation provided all procedures for appeal or review established by their respective laws and applicable to that decision have been exhausted.
- 6.12 The Ontario Court of Justice has jurisdiction with respect to violations of the laws of the Participating First Nations and the Anishinabek Nation.

- 6.13 The Ontario Court of Justice has jurisdiction with respect to matters arising under the laws of the Participating First Nations and the Anishinabek Nation, if those matters are within the jurisdiction of the Ontario Court of Justice under federal or provincial law dealing with the same subject matter.
- 6.14 The Ontario Superior Court of Justice has jurisdiction to hear and determine proceedings for:
- a) civil matters arising under the laws of the Participating First Nations and the Anishinabek Nation, if those matters are within the jurisdiction of the Superior Court of Justice under federal or provincial law dealing with the same subject matter; and
  - b) appeals of decisions of the Ontario Court of Justice with respect to matters referred to in section 6.12.

## CHAPTER 7

### TRANSITIONAL PROVISIONS

#### **Effective Date**

- 7.1 The Chief and Councillors of a Participating First Nation who hold office on the Effective Date will be deemed to be the Council of the Participating First Nation and will continue to hold office until such time as the Participating First Nation selects its leadership under its leadership selection law.
- 7.2 Until a Participating First Nation enacts a leadership selection law in accordance with the Final Agreement, the election rules or election codes that apply on the Effective Date will continue to apply.
- 7.3 Until a Participating First Nation enacts a citizenship law in accordance with the Final Agreement, the membership provisions of the Indian Act or the membership code of the Participating First Nation that applies on the Effective Date, will continue to apply.
- 7.4 The Grand Council Chief, the Deputy Grand Council Chief and the Chiefs of the Participating First Nations will be deemed to be the Grand Council until the Anishinabek Nation selects its leadership under its leadership selection law.

#### **Indian Act Transition**

- 7.5 Except as otherwise set out in section 7.6 of this Agreement and in the Final Agreement, on the Effective Date, the Indian Act, and any related regulations or orders will continue to apply to each Participating First Nation, its Citizens and its Territory.
- 7.6 When a Participating First Nation exercises Jurisdiction in accordance with the Final Agreement, the following sections of the Indian Act and related regulations or orders will no longer apply:
  - a) sections 8 to 14; and
  - b) sections 74 to 80.
- 7.7 For the purposes of the ongoing application of the Indian Act, a Participating First Nation will be deemed to be a “band”, Territory will be deemed to be a “reserve”, the Council of a Participating First Nation will be deemed to be the “council of the band”, and a Citizen will be deemed to be a “member of a band”, within the meaning of those terms as they are defined in the Indian Act.

## CHAPTER 8

### ACCESS TO INFORMATION AND PRIVACY

#### **Access to Information and Privacy**

- 8.1 Canada will recommend to Parliament amendments to the Access to Information Act and the Privacy Act to protect from disclosure, information provided in confidence by a Participating First Nation Government or the Anishinabek Nation Government as information provided to Canada by another government in Canada.
- 8.2 Canada will recommend to Parliament amendments to the Privacy Act to allow a Participating First Nation or the Anishinabek Nation access to information necessary for a Participating First Nation or the Anishinabek Nation to exercise its Jurisdiction and Authority under the Final Agreement.
- 8.3 Each Participating First Nation Government or the Anishinabek Nation Government may enter into agreements with Canada or one another in respect of any one or more of the collection, protection, retention, use, disclosure, and confidentiality of personal, general or other information.
- 8.4 Canada may provide information to a Participating First Nation Government or the Anishinabek Nation Government, in confidence, provided the Participating First Nation Government or the Anishinabek Nation Government has enacted a law for the protection of confidential information or has entered into an agreement with Canada for the protection of confidential information.
- 8.5 Notwithstanding any other provision in this Agreement:
  - a) Canada is not required to disclose any information that is required to be withheld under any federal law; and
  - b) the Parties are not required to disclose any information that may be withheld under a privilege at law or under sections 37 to 39 of the Canada Evidence Act.
- 8.6 Each Participating First Nation Government and the Anishinabek Nation Government will develop and maintain a system to provide Citizens with access to information held by the Participating First Nation Government or the Anishinabek Nation Government.
- 8.7 In developing any exemption to access to information, the Participating First Nations and the Anishinabek Nation will be guided by the exemptions contained in existing access to information and privacy legislation in Canada.

## CHAPTER 9

### APPROVAL AND RATIFICATION

#### **Approval of Agreement-in-Principle**

- 9.1 The negotiators will initial this Agreement to signify their intention to recommend this Agreement to the Parties for their approval.
- 9.2 Each Participating First Nation will approve this Agreement by adopting a Band Council Resolution:
  - a) authorizing the Grand Council Chief to sign this Agreement on their behalf and on behalf of the Anishinabek Nation; and
  - b) indicating their support to proceed with the negotiation of the Final Agreement.
- 9.3 Subject to securing the approval referred to in section 9.2, the Grand Council Chief will send a letter to the Minister confirming the approval of this Agreement and will provide copies of the Band Council Resolutions.
- 9.4 The Grand Council Chief will sign this Agreement on behalf of the Participating First Nations and the Anishinabek Nation.
- 9.5 Canada will approve this Agreement by the Minister signing this Agreement as authorized by the Governor in Council.
- 9.6 Once this Agreement is approved by the Parties, they will jointly make it public.

#### **Ratification of Final Agreement**

- 9.7 The negotiators will initial the Final Agreement to signify their intention to recommend the Final Agreement to the Parties for their ratification.
- 9.8 The Final Agreement will set out a process to be used by the Participating First Nations for ratifying the Final Agreement.
- 9.9 The ratification process will promote and provide for:
  - a) openness and transparency;
  - b) full participation of the eligible members of each Participating First Nation;

- c) access to information; and
  - d) consensus building.
- 9.10 The Minister will seek the approval of the Governor in Council to:
- a) sign the Final Agreement; and
  - b) introduce legislation in Parliament to give effect to the Final Agreement.
- 9.11 Canada will have ratified the Final Agreement when the legislation giving effect to the Final Agreement is passed and comes into force.
- 9.12 Canada will pay the costs of ratifying the Final Agreement in an amount to be agreed upon by the Parties prior to the ratification process commencing.
- 9.13 Once the Final Agreement is ratified by the Parties, they will jointly make it public.

### **Consultation on Legislation**

- 9.14 Subject to the consent of the Governor in Council, Canada will consult with the Participating First Nations in the preparation of the legislation which will give effect to the Final Agreement by providing:
- a) a copy of the draft legislation;
  - b) a reasonable period of time within which to permit the Participating First Nations to prepare and present their comments; and
  - c) a timely response to any comments received from the Participating First Nations.
- 9.15 For the purposes of section 9.14, the Participating First Nations will be represented by the negotiator for the Participating First Nations.

## CHAPTER 10

### FISCAL TRANSFER ARRANGEMENT

#### **Fiscal Transfer Arrangement**

- 10.1 The first Fiscal Transfer Arrangement will be negotiated prior to ratification of the Final Agreement by the Participating First Nations.
- 10.2 The fiscal relationship and arrangement will be negotiated between the Parties and will be based on a government-to-government fiscal transfer.
- 10.3 The financing of the Participating First Nation Governments and the Anishinabek Nation Government is a shared responsibility of the Parties.
- 10.4 The Fiscal Transfer Arrangement is not a treaty, and does not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the Constitution Act, 1982.
- 10.5 The recognition of Jurisdiction and Authority of the Participating First Nations and the Anishinabek Nation does not in and of itself create or imply any funding or financial obligation for any of the Parties. Nevertheless, Canada agrees to negotiate and attempt to reach a Fiscal Transfer Arrangement in order to provide funding to support the:
  - a) establishment and operation of the Anishinabek Nation Government and the Participating First Nation Governments; and
  - b) direct or indirect delivery of agreed upon programs and services by the Participating First Nation Governments and the Anishinabek Nation Government,
 in accordance with the terms and conditions to be set out in the Final Agreement and the Fiscal Transfer Arrangement.
- 10.6 The Final Agreement will set out principles with respect to own source revenue capacity, including an acknowledgement that it is the shared objective of the Parties that as own source revenue capacity increases and where feasible, reliance on federal transfers will be reduced over time.
- 10.7 Subject to such terms and conditions as may be agreed, the Fiscal Transfer Arrangement will set out:
  - a) the amount of annual funding to be provided by Canada;
  - b) adjustment factors;

- c) procedures for negotiating subsequent Fiscal Transfer Arrangements;
  - d) payment procedures;
  - e) how and when agreed-upon own source revenue capacity will be taken into account in negotiating funding;
  - f) a dispute resolution process;
  - g) arrangements for information collection and exchange; and
  - h) such other matters as the Parties may agree.
- 10.8 Every five (5) years, or such other period as the Parties may agree, the Parties will negotiate and attempt to reach an agreement on a Fiscal Transfer Arrangement which will take into account the following:
- a) the desirability of reasonably stable, predictable and flexible fiscal arrangements;
  - b) the financial resources to support the Participating First Nation Governments and the Anishinabek Nation Government in providing access to agreed upon programs and services which are reasonably comparable to those available in communities of similar size in Ontario;
  - c) the training required to support the operation of the Participating First Nation Governments and the Anishinabek Nation Government, and the delivery of agreed upon programs and services;
  - d) size, location, population and accessibility of the Participating First Nations;
  - e) the Jurisdictions, Authorities and agreed upon programs and services to be assumed during the term of the Fiscal Transfer Arrangement;
  - f) existing levels of Canada's expenditures for programs and services to the Participating First Nations and the Citizens of the Participating First Nations;
  - g) costs to establish and operate governments and government institutions;
  - h) agreed-upon own source revenue capacity;
  - i) the prevailing fiscal policies of the Government of Canada; and
  - j) such other matters as the Parties may agree.

- 10.9 The Fiscal Transfer Arrangement may consolidate federal program funding for the Participating First Nation Governments and the Anishinabek Nation Government.
- 10.10 Funding provided by Canada is subject to appropriation by Parliament.
- 10.11 The Fiscal Transfer Arrangement will provide for a mechanism which enables Parliament to assess the extent to which public funds transferred in accordance with the Fiscal Transfer Arrangement have contributed to the objectives for which they were voted.
- 10.12 The Fiscal Transfer Arrangement will be attached to, but will not form part of the Final Agreement and will be a contract between the Parties.
- 10.13 The Participating First Nation Governments and the Anishinabek Nation Government will:
  - a) manage and administer the funding pursuant to the Fiscal Transfer Arrangement in accordance with generally accepted accounting principles;
  - b) maintain sound financial capacity to ensure continuity in service; and
  - c) seek cost-efficiencies and cost effectiveness in the management, administration and delivery of agreed upon programs and services, including the possibility of entering into cooperative or joint arrangements with one another or with other governments.

## CHAPTER 11

### IMPLEMENTATION

#### **Implementation Plan**

- 11.1 Prior to the initialling of the Final Agreement, the Parties will develop an Implementation Plan to guide the implementation of the Final Agreement.
- 11.2 The Implementation Plan will not be part of the Final Agreement and will not alter any rights or obligations set out in the Final Agreement.
- 11.3 The Implementation Plan will:
  - a) identify the obligations and activities the Parties will undertake to implement the Final Agreement;
  - b) identify who is responsible for the activities;
  - c) identify how the activities will be carried out;
  - d) identify time frames for the activities;
  - e) identify areas where training would facilitate effective implementation of the Final Agreement;
  - f) include an amendment procedure;
  - g) include a communication strategy to inform interested Parties about the Final Agreement; and
  - h) address any other matters agreed to by the Parties.
- 11.4 The Implementation Plan will not create legal obligations that are binding on the Parties.

#### **Implementation Committee**

- 11.5 Within two (2) months of the Effective Date, the Parties will establish an Implementation Committee to oversee the implementation of the Final Agreement.
- 11.6 The Final Agreement will set out terms of reference for the operation of the Implementation Committee.

## CHAPTER 12

### AMENDMENT AND REVIEW

#### **Pre-Effective Date Amendments**

- 12.1 Following the ratification of the Final Agreement by each Participating First Nation, but prior to the Effective Date, the Parties may agree to non-substantial amendments to the Final Agreement, without a requirement for re-ratification by the Participating First Nations.
- 12.2 During the negotiation of the Final Agreement, the Parties will agree on a process for the approval of non-substantial amendments referred to in section 12.1 of this Agreement.

#### **Amendment of Final Agreement**

- 12.3 The Final Agreement may be amended at any time in writing with the consent of the Parties.
- 12.4 Subject to section 12.5, the Final Agreement may be amended to include First Nations who are not Parties to the Final Agreement.
- 12.5 Any First Nation seeking to join the Final Agreement will be required to follow the ratification process set out in the Final Agreement for a Participating First Nation.
- 12.6 The consent to any amendment made pursuant to section 12.3 or 12.4 will be effected by:
  - a) Canada, by the Minister signing an agreement as authorized by the Governor-in-Council and, if required, the enactment of federal legislation giving effect to the amendment; and
  - b) the Anishinabek Nation, by passing a Grand Council resolution approved by the majority of Participating First Nations' representatives.

#### **Review of Final Agreement**

- 12.7 Unless the Parties otherwise agree in writing, they will jointly review the Final Agreement within four (4) years of the Effective Date. The review will:
  - a) assess the extent to which the Participating First Nation Governments and the Anishinabek Nation Government are exercising the Jurisdiction and Authority recognized by the Final Agreement;

- b) identify any issues arising from the implementation of the Final Agreement;
  - c) determine if any amendment to the Final Agreement should be considered; and
  - d) consider any other matters that may be agreed to by the Parties during the negotiation of the Final Agreement.
- 12.8 Any issues arising out of section 12.7 will be addressed by the Parties in a timely manner.

## CHAPTER 13

### DISPUTE RESOLUTION

#### **Dispute Resolution**

- 13.1 The Final Agreement will set out a dispute resolution process for the resolution of disputes that may arise respecting the interpretation, application and implementation of the Final Agreement.

## CHAPTER 14

### HARMONIZATION OF GOVERNANCE AND EDUCATION AGREEMENTS

#### **Harmonization of Governance and Education Agreements**

- 14.1 The Final Agreement will address the relationship between the Anishinabek Nation Governance Final Agreement and the proposed Final Agreement on Education.
- 14.2 The negotiation of this Agreement and the Final Agreement is not intended to delay the negotiation or implementation of the Final Agreement on Education.

## CHAPTER 15

### FINAL AGREEMENT NEGOTIATIONS

#### **Negotiation Principles**

- 15.1 In the negotiation of the Final Agreement, the Parties will:
- a) negotiate in good faith;
  - b) provide to one another, in a timely manner, any policy, research, program information or documentation that is relevant to the negotiation of the Final Agreement, except that which the Parties are not required to disclose under the exercise of any privilege or any law;
  - c) jointly undertake to seek ways and means to address the resource requirements in order to ensure that each Party effectively participates in the negotiation of the Final Agreement;
  - d) use reasonable efforts to build consensus and to focus the negotiations on common interests;
  - e) participate as full and equal partners; and
  - f) negotiate with one another based on the principle of mutual respect.

#### **Funding of Negotiations**

- 15.2 Subject to the appropriation of relevant funds by Parliament and in accordance with Canada's Aboriginal Self-Government policy, Canada will provide funding to the Union of Ontario Indians on behalf of the Participating First Nations in order to support the negotiations leading to a Final Agreement.

#### **Dispute Resolution**

- 15.3 The Dispute Resolution Agreement between Canada and the Anishinabek Nation signed on February 16, 2000 will be used as required to deal with disputes that may arise during the negotiation of the Final Agreement.

#### **Suspension or Termination of Negotiations**

- 15.4 The Parties are committed to concluding a Final Agreement and will exercise their best efforts to do so.

- 15.5 Notwithstanding section 15.1, either Canada or the Union of Ontario Indians may suspend or terminate negotiations by providing written notice to the other which sets out:
- a) the reason (s) for suspension or termination of the negotiations; and
  - b) the date that the suspension or termination commences.
- 15.6 The written notice will be provided at least thirty (30) days prior to the effective date of the proposed suspension or termination.
- 15.7 The reason for the suspension or termination of negotiations will be reviewed by Canada or the Union of Ontario Indians no later than ninety (90) days from the date of the notice, or a longer period where agreed to in writing by the Parties. This review would, among other things, respect the substantive progress achieved as of the date of the suspension or termination.
- 15.8 The Union of Ontario Indians or Canada will address, in a timely manner, the reason for the suspension or termination of the negotiations, in order to thereafter resume negotiations.
- 15.9 In the event of suspension of negotiations, funding support will continue as agreed to by the Union of Ontario Indians and Canada.
- 15.10 Funding support related to the reasonable wind-down expenses of these negotiations will continue to the Union of Ontario Indians for ninety (90) days after the termination of negotiations.

### **Third Party Communication**

- 15.11 The Parties will implement a joint communication strategy for informing third parties who may have an interest in these self-government negotiations and agreements.
- 15.12 The costs of implementing the third party communications strategy will be funded by Canada in an amount to be agreed to by the Parties.

## CHAPTER 16

### FUTURE NEGOTIATIONS

#### **Future Negotiations**

- 16.1 The Parties may agree to negotiate additional sectoral self-government agreements to recognize the exercise of Jurisdiction and/or Authority by the Anishinabek Nation and/or the Participating First Nations in areas not addressed in this Agreement, including:
- a) social services, including child welfare, guardianship, and adoption;
  - b) administration of justice;
  - c) health;
  - d) lands and natural resource management;
  - e) labour relations;
  - f) training;
  - g) marriage;
  - h) divorce;
  - i) economic development;
  - j) public works and infrastructure;
  - k) housing;
  - l) Indian monies;
  - m) emergency preparedness;
  - n) taxation;
  - o) traffic and transportation; and
  - p) environmental protection and assessment.

- 16.2 When any Party seeks to negotiate a self-government agreement contemplated by section 16.1, that Party will notify the other Parties, and, where there is an agreement to negotiate, the Parties will meet as soon as is practical to commence the negotiations.
- 16.3 Any agreement concluded pursuant to section 16.1, will include:
- a) a description of the Jurisdiction and/or Authority to be exercised by the Participating First Nations or the Anishinabek Nation, including any limitations and standards to be met;
  - b) rules to resolve conflicts of laws;
  - c) the identification of any provisions of the Indian Act or other legislation that will no longer apply; and
  - d) any other matter agreed to by the Parties.
- 16.4 Except as otherwise agreed to by the Parties, a sectoral self-government agreement negotiated pursuant to section 16.1 will be considered part of the Final Agreement and will be subject to the provisions of the Final Agreement.
- 16.5 The Final Agreement will set out the process by which a sectoral self-government agreement, negotiated pursuant to section 16.1, will be approved by the Parties and brought into effect.
- 16.6 Unless the Parties otherwise agree, the negotiation, conclusion and implementation of the Final Agreement will not be affected by any process contemplated in section 16.1, or any agreement reached as a result of such a process.
- 16.7 Prior to the effective date of a sectoral self-government agreement negotiated pursuant to section 16.1, the Parties will negotiate such amendments as may be required to the Fiscal Transfer Arrangement and the Implementation Plan.
- 16.8 The Parties recognize that certain subject matters set out in section 16.1 will affect areas of provincial jurisdiction. It is the position of Canada that, with respect to such subject matters, the negotiation of self-government agreements will require the participation of Ontario.

**CHAPTER 17****NOTICE****Service of Notice**

- 17.1 In sections 17.2 to 17.4, “communication” includes a notice, document, request, approval, authorization or consent.
- 17.2 Unless otherwise provided in the Final Agreement, a communication to or from Canada and a Participating First Nation or the Anishinabek Nation, pursuant to the Final Agreement must be:
- a) delivered personally or by courier;
  - b) transmitted by fax;
  - c) mailed by prepaid registered post in Canada; or
  - d) communicated by any other means agreed to by the Parties.
- 17.3 A communication will be considered to have been given, made or delivered, and received if:
- a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
  - b) transmitted by fax and the sender receives confirmation of the transmission, at the start of business on the next business day after the day on which it was transmitted; or
  - c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.

- 17.4 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered or mailed to the address or transmitted to the fax number of the intended recipient as set out below:

For Canada:

Attention: Regional Director General  
Department of Indian Affairs and Northern Development  
25 St. Clair Avenue East, 8<sup>th</sup> Floor  
Toronto, Ontario  
M4T 1M2

Fax: (416) 954-4326

For the Anishinabek Nation or a Participating First Nation:

Attention: Office of the Grand Council Chief, Anishinabek Nation  
Union of Ontario Indians  
Nipissing First Nation  
P.O. Box 711  
North Bay, Ontario  
P1B 8J8

Fax: (705) 497-9135

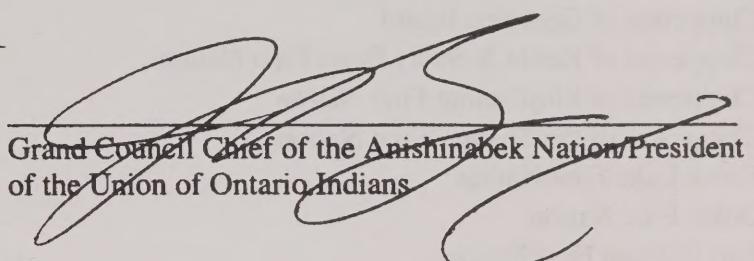
- 17.5 Any Party who changes its address or fax number will provide a notice of the change, in writing, to the other Parties.

**SIGNATURES**

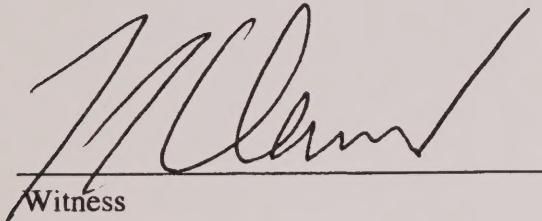
IN WITNESS WHEREOF this Agreement is hereby executed by the Grand Council Chief of the Anishinabek Nation/President of the Union of Ontario Indians on behalf of the Participating First Nations and the Anishinabek Nation, and the Minister of Indian Affairs and Northern Development on behalf of Canada on this 16 day of February, 2007.



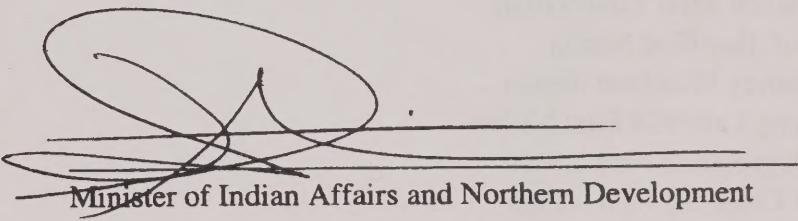
Witness



Grand Council Chief of the Anishinabek Nation/President  
of the Union of Ontario Indians



Witness



Minister of Indian Affairs and Northern Development

**APPENDIX A**

The potential Participating First Nations are:

Aamjiwnaang  
Alderville First Nation  
Algonquins of Pikwakanagan  
Aundeck-Omni-Kaning First Nation  
Beausoleil First Nation  
Biinjitiwaabik Zaaging Anishinaabek  
Chippewas of Georgina Island  
Chippewas of Kettle & Stony Point First Nation  
Chippewas of Mnjikaning First Nation  
Chippewas of the Thames First Nation  
Curve Lake First Nation  
Dokis First Nation  
Fort William First Nation  
Garden River First Nation  
Gull Bay First Nation  
Henvey Inlet First Nation  
Long Lake #58 First Nation  
Magetawan First Nation  
M'Chigeeng First Nation  
Michipicoten First Nation  
Mississaugas of Scugog Island First Nation  
Mississauga First Nation  
Moose Deer Point First Nation  
Munsee-Delaware Nation  
Nipissing First Nation  
Ojibways of the Pic River First Nation  
Pays Plat First Nation  
Pic Mobert First Nation  
Red Rock First Nation  
Sagamok Anishnawbek  
Sand Point First Nation  
Serpent River First Nation  
Sheguiandah First Nation  
Sheshegwaning First Nation  
Thessalon First Nation  
Wahnipitae First Nation  
Wasausking First Nation  
Whitefish Lake First Nation  
Whitefish River First Nation  
Wikwemikong Unceded Indian Reserve  
Zhiibaahaasing First Nation

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[www.anishinabek.ca](http://www.anishinabek.ca)**

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[www.ainc-inac.gc.ca/on](http://www.ainc-inac.gc.ca/on)**

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